

**BEFORE THE STATE BOARD OF REGISTRATION  
FOR THE HEALING ARTS**

THE STATE BOARD OF REGISTRATION FOR THE  
HEALING ARTS

Petitioner,

v

JOEL H RUBIN, D O  
3325 Jamestown Drive  
Flower Mound, TX 75028

Respondent

No 2003-003304

**SETTLEMENT AGREEMENT**

Comes now Joel H Rubin, D O , ("Licensee ") and the State Board of Registration for the Healing Arts (" Board' ) and enter into this Agreement for the purpose of resolving the question of whether Licensee s license as a physician and surgeon will be subject to discipline Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo

1 Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee, the right to appear and be represented by legal counsel, the right to have all charges against Licensee proven upon the record by competent and substantial evidence, the right to cross-examine any witnesses appearing at the hearing against Licensee, the right to present evidence on Licensee s own behalf, the right to a decision based upon the record by a fair and impartial administrative hearing

commissioner concerning the charges pending against Licensee, and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2 Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3 Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4 The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5 Licensee understands and agrees that the Board will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

## I

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

### JOINT PROPOSED FINDINGS OF FACT

1 The Board is an agency of the State of Missouri created and established pursuant to § 334 120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo

2 Licensee is licensed as a physician and surgeon, license number 33691  
Licensee's license is now and was at all times relevant herein current and active

3 On or about April 8, 2003, the Texas State Board of Medical Examiners issued an Order disciplining Licensee's Texas license. The Order required Licensee to pay an administrative penalty of \$5,000 and obtain at least fifty hours of continuing medical education per year for two years.

4 The Texas Order was based upon a finding that Licensee failed to practice medicine in an acceptable professional manner consistent with public health and welfare.

#### JOINT PROPOSED CONCLUSIONS OF LAW

1 Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334 100 2(8), which provides in pertinent part

2 The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter for any one or any combination of the following causes

(8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country whether or not voluntarily agreed to by the licensee or applicant, including, but not

limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer

## II

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.110, RSMo. This Agreement will be effective immediately on the date entered and finalized by the Board.

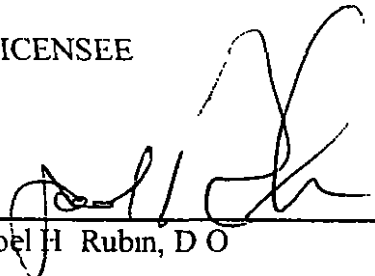
A. The license to practice the healing arts, number 33691, issued to Licensee is hereby PUBLICLY REPRIMANDED and Licensee is further required to attend at least fifty hours per year for two years of continuing medical education (CME) approved for Category I credits by the American Medical Association or the American Osteopathic Association. The required fifty hours shall be at least forty hours on critical care medicine and/or emergency medicine and at least ten hours on record keeping. Licensee shall provide the Board with written proof of attendance at and satisfactory completion of the CME coursework within thirty days of completion of the coursework. These hours may count toward the number of mandatory CME hours required for Licensee to renew his license.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and

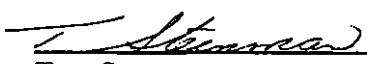
attorneys, of, or from any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

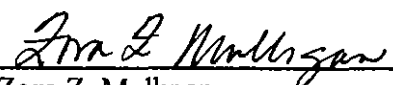
LICENSEE

  
Joel H. Rubin, D O \_\_\_\_\_ 2/2/04  
Date

BOARD

  
Tina Steinman \_\_\_\_\_ 2/18/04  
Executive Director Date

JEREMIAH W (JAY) NIXON  
Attorney General

  
Zora Z. Mulligan \_\_\_\_\_  
Assistant Attorney General  
Missouri Bar No. 54990

Broadway State Office Building  
Post Office Box 899  
Jefferson City, MO 65102

(573) 751-1444

Attorneys for Board

EFFECTIVE THIS 18 DAY OF February, 2004